



SERVICES AGREEMENT
BETWEEN
THE COMMUNITY COLLEGE OF QATAR ("CCQ")
AND
HOUSTON COMMUNITY COLLEGE SYSTEM ("HCCS")

This Agreement ("Agreement") is made this Day of2010 (the "Effective Date") by and between

The **Community College of Qatar ("CCQ")**, whose address is P.O. Box 35111, Doha, State of Qatar ("Qatar");

and

The **Houston Community College System ("HCCS")**, a public community college district organized under the laws of Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas, United States of America, 77002,

(individually, a "Party" and collectively, the "Parties").

1. RECITALS

- A. WHEREAS HCCS is a world-class, established and reputable community college based in the United States;
- B. WHEREAS, CCQ is a new educational initiative in Qatar and is part of Qatar's educational reform. As part of its objectives, CCQ aims to serve Qatar by providing students with opportunities to pursue either higher education degrees or preparatory courses for employment. CCQ is desirous of creating, developing and implementing a community college in Qatar's capital city, Doha, of similar standing to HCCS, focusing on post-secondary education;

- C. WHEREAS, HCCS has a high standard of resources, and knowledge and experience in creating efficient international community college operations for numerous institutions similar to HCCS; and
- D. NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the Parties agree as follows:

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, unless the context other requires:

Academic Year: means the period commencing on 1st September and ending on 31st August of the following year;

Agreement: means this agreement including the Appendices and Exhibits and any other document expressly stated as forming part of this Agreement;

Applicable Law: means legally binding laws, decrees, directives, Ministerial Decisions, regulations, and rules/orders issued by any Competent Authority;

Associate Degree: means the qualification of a degree successfully completed in accordance with the CCQ curriculum;

Business Day: means a day other than Friday or Saturday or any public holiday declared in the State of Qatar;

CCQ Board: means the Board of the CCQ;

CCQ Dean: means the individual appointed by CCQ as Dean of the CCQ or equivalent title, from time to time;

CCQ President: means the individual appointed by CCQ as CCQ's president or equivalent title as used, from time to time;

Certificate: means a certificate verifying a student has successfully completed a training course in accordance with the CCQ curriculum;

College: means the buildings and other facilities operated and managed by CCQ and/or forming part of the CCQ campus ;

Competent Authority: means any government or subsidiaries thereof and any Ministry, quasi governmental or other regulatory departmental body, instrumentality agency or authority of Qatar or any subdivision thereof having jurisdiction over:

- a. this Agreement; and
- b. any asset or transaction contemplated by this Agreement.

Confidential Information: has the meaning ascribed to it in clause 20;

Effective Date: means the date of this Agreement;

Instruction: means the educational processes of preparing curriculum, courses, and learning for students that result in a certificate, Associate Degree and/or skill outcomes;

Instructional Services: means the requisite educational services that assure student enrollments and successful student pursuit of intended educational goals;

Intellectual Property Rights: means patents, registered and unregistered designs, copyright, trademarks, logos, trademarks and trade names and all other intellectual property rights wherever in the world enforceable including, without limitation, all derivative works, updates, and modifications, Inventions (whether patentable or not), tangible research materials, handbooks, policies, manuals, trademarks, trade names, and trade secrets, educational materials, books, textbooks, articles, dramatic and musical compositions, poetry, fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, web based materials, architectural and engineering drawings, choreography, works, publications, compositions, discoveries, and processes, and scholarly and instructional work including, but not limited to: textbooks, class notes, classroom presentation and instructional materials, lecture notes, course handouts, overhead and similar presentations, research articles, educational courseware, recordings (video or audio), computer software, photography, web based materials, publications, choreography, research monographs, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, fiction and nonfiction, or other works of artistic expression;

IT: means CCQ's information technology and communications systems used by HCCS under this Agreement, which IT shall be owned and maintained by CCQ;

JAB or Joint Advisory Board: has the meaning ascribed to it in clause 8;

Main Campus: means the Houston Community College System's campus in Houston, Texas;

MENA Region: means any country in the Middle East and North Africa with Arabic stated as its primary language;

Operational Services: means that part of the Services described as operational services in clause 4.4 and such other operational activities designated by CCQ as forming part of the Services;

Scope of Services: means the Scope of Services set out in Appendix 1;

Services: means the services to be provided by HCCS under this Agreement including the services set out in the Scope of Services, the Operational Activities, Instruction and Instructional Services including instruction support, programming, program support and student support services as required from time to time;

Southern Association of Colleges and Schools Commission on Colleges: means the officially recognized regional educational accreditation authority in the eleven U.S. Southern states (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas and Virginia) for those institutions of higher education that award associate, baccalaureate, master's or doctoral degrees ("SACS");

Student services: means academic and non-academic services to students;

Term: has the meaning ascribed to it in clause 3.1.

2.2 Unless the context otherwise requires or admits references in this Agreement to:-

2.2.1 "month", "monthly", "year", and "yearly" and any other references in time shall be construed by reference to the Gregorian calendar;

2.2.2 Clauses, sub-Clauses, paragraphs, sub-paragraphs, recitals, appendices, and exhibits shall be references to clauses, sub-clauses, paragraphs and sub-paragraph, recitals, appendices and exhibits to this Agreement;

2.2.3 any enactment should be construed as a reference to every amendment or re-enactment (whether before or after the Effective Date) and to any previous enactment which such enactment has replaced (with or without amendment) and any regulation or order made under such enactment;

2.2.4 documents "in the form" mean in the terms or substantially in the terms agreed between the Parties and annexed hereto;

2.2.5 any Party to this Agreement is deemed to include its respective permitted assignee, successor, transferee or novatee;

2.2.6 the singular include the plural and vice versa; and

2.2.7 persons include individuals, firms, corporate bodies and incorporated associations;

2.3 Headings and titles in this Agreement are used for ease of reference only and shall not be taken into account in the interpretation of this Agreement.

2.4 The Recitals form part of and are deemed to be incorporated in this Agreement.

2.5 The Parties agree that, in the event of any conflict between any of the terms in the main body of this Agreement and the Appendices or the Exhibits, the terms in the main body of this Agreement shall prevail to the extent of such inconsistency.

3. TERM

- 3.1 This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years subject to (i) any prior termination of the Agreement pursuant to clause 11 or (ii) the Parties mutually agreeing an extension or reduction of the term pursuant to clause 3.2 (the "Term"), provided in all cases, this Agreement shall only terminate at the end of the relevant full and completed Academic Year.
- 3.2 The Term of this Agreement may be extended provided that written notice from one Party to the other Party is given not less than six (6) months before the end of the Term.

4. PROVISION OF SERVICES

- 4.1 Throughout the Term, HCCS shall provide the Services to CCQ to the highest professional standards necessary for SACS accreditation and with all due care and diligence. HCCS acknowledges and accepts that Appendix 1 sets out the general principles of the Services to be provided under Appendix 1 and that it may be necessary for CCQ to amend and/or further develop the descriptions of the Services specified in Appendix 1, from time to time, if CCQ considers it necessary or appropriate to provide any such amendments to Appendix 1.
- 4.2 HCCS shall, not less than once each month or as may be required by CCQ, provide written progress reports to the CCQ Board, the CCQ President and the CCQ Dean and any other persons as may be required by CCQ.
- 4.3 In addition to the reports referred to in clause 4.2, HCCS shall, every three months commencing on the Effective Date and continuing throughout the Term, provide the CCQ Board, the CCQ President and the CCQ Dean with formal updates regarding deliverables (and milestones) achieved.
- 4.4 **Operational Services**
- HCCS shall provide the following Operational Services to CCQ:
- 4.4.1 HCCS in cooperation with CCQ shall devise a curriculum similar in nature to the curriculum of the HCCS campus;
- 4.4.2 HCCS shall consult with CCQ in recruiting and admitting students to the CCQ;
- 4.4.3 HCCS shall provide the Operational Services to CCQ in such a manner as to ensure that the standards of the CCQ are at least equal to and would meet the standards set by the SACS. In this regard, HCCS shall ensure that the accreditation of CCQ shall be similar in all material respects to the accreditation of HCCS;
- 4.4.4 HCCS shall assist CCQ in developing CCQ's accreditation plan, in a timely manner. CCQ will implement such accreditation plan to the extent CCQ considers necessary;
- 4.4.5 HCCS shall assist CCQ to design, operate and maintain library facilities at the CCQ that are suitable for the needs and curriculum of CCQ;

- 4.4.6 HCCS shall assist CCQ in developing CCQ's student handbooks and policies including handbooks and policies regarding academic student services;
- 4.4.7 HCCS shall assist CCQ in awarding CCQ [Diplomas], Certificates and Associate Degrees to graduating students;
- 4.4.8 HCCS shall provide instruction and instructional curricula to CCQ and undertake research programs on behalf of CCQ which shall be equivalent in all material aspects to those provided by, and undertaken at HCCS; and
- 4.4.9 HCCS shall assist CCQ to design, operate and maintain CCQ's IT as required to support the curriculum of the CCQ. IT shall include communications and computing hardware, software, local area networks, Internet access, connectivity to the Internet and the Main Campus, and multi-media classroom capabilities at a bandwidth to be determined.

4.5 HCCS shall, at all times:

- a. cooperate with all CCQ's employees and representatives; and
- b. comply with all instructions of CCQ employees and representatives.

5. ACKNOWLEDGEMENTS

- 5.1 The Parties acknowledge and agree that the name of the college shall be "Community College of Qatar".
- 5.2 The Parties acknowledge and agree that all educational services provided by CCQ shall be co-educational and conducted in the English language. Instruction in Arabic will also be provided if required by CCQ.
- 5.3 Each of HCCS and CCQ acknowledges and agrees that it shall, in consultation with the other Party, develop and implement a regular exchange program so that students of CCQ are afforded the opportunity to study at the HCCS campuses and for students from the HCCS campuses to study at CCQ. Course credits earned at either the HCCS Campuses or at CCQ shall be accorded the same recognition and transferability. The Parties shall establish by mutual agreement procedures for the management and operation of such exchange program.

6. CCQ's RESPONSIBILITIES AND OBLIGATIONS

- 6.1 CCQ shall be responsible for employing all academic staff, faculty staff, support staff and administrative staff, including HCCS staff and staff from sources other than HCCS.
- 6.2 CCQ shall have day-to-day operational control (including quality assurance) of its staff in the manner set out in [the staff manual].
- 6.3 CCQ shall be responsible for determining the overall strategy and direction of CCQ and be exclusively responsible for CCQ's operations.

- 6.4 CCQ shall, to the extent possible, be responsible for facilitating access to and utilization of CCQ's infrastructure, facilities and resources including libraries and CCQ's IT. For the avoidance of doubt, HCCS acknowledges and agrees that all IT used in the provision of the Services shall be owned by CCQ.

7. GOVERNANCE and CONTROL

- 7.1 HCCS will hire qualified administrators, staff and faculty as outlined in Appendix 3 or needed in consultation with CCQ President and Dean. These employees will be seconded to CCQ as CCQ employees.

- 7.2 The CCQ President and the Dean, shall have full authority to nominate, employ and supervise, in consultation with HCCS, academic staff, faculty staff, support staff and administrative staff.

In the event CCQ requires academic staff, faculty staff, support staff and administrative staff, additional to the staff contemplated under Appendix 3, CCQ will inform HCCS of its requirements and the CCQ President and the CCQ Dean, shall have full authority to nominate, employ and supervise such staff, in consultation with HCCS.

- 7.3 HCCS shall identify and nominate suitable candidates, consult with CCQ and advise CCQ, under the leadership of the CCQ President and the CCQ Dean, in relation to the selection of candidates for the following positions:

- Assistant Dean of Educational Technology Service
- Assistant Dean of Student Services
- Assistant Dean of Academic Services
- Assistant Dean of Financial and Administrative Services

8. JOINT ADVISORY BOARD

- 8.1 HCCS and CCQ shall establish a Joint Advisory Board ("JAB") in respect of the CCQ. Three members of the JAB shall represent CCQ and three members shall represent HCCS. (The HCCS membership shall be nominated by the HCCS Chancellor). The Chairperson of JAB shall rotate between HCCS and CCQ on an annual basis. The role of the JAB shall be to provide advice regarding the overall management and operation of CCQ including but not limited to (i) advising on academic programs; (ii) recommending future projects; (iii) commenting on overall achievements; (iv) helping with disputes; and (v) facilitating job placement and career development of students.

- 8.2 The JAB shall annually report on its activities and recommendations to both HCCS and CCQ. The number of members sitting on the JAB may be adjusted as agreed in writing from time to time, but at all times, CCQ and HCCS shall have an equal number of members sitting on the JAB. The costs of the JAB shall be borne by CCQ. Any honoraria paid to the members of the JAB shall be equally shared by HCCS and CCQ. HCCS shall not incur any costs in respect of the JAB without the prior written consent of CCQ.

9. PERSONNEL

- 9.1 HCCS's employees, whilst in the employ of CCQ shall be subject to the CCQ staffing plan based on the principles set out in Appendix 2. The principles set out in Appendix 2 may be amended by CCQ from time to time if CCQ considers it necessary or appropriate to do so.
- 9.2 CCQ will use reasonable endeavors to employ academic staff from HCCS and related faculty staff, support staff and administrative staff as needed by CCQ, who shall, subject to obtaining the requisite permits and visas, be based in Doha. CCQ may, if required, employ additional staff according to CCQ's requirements.
- 9.3 A schedule of benefits and salary for HCCS employees is set out in Appendices 2 and 3 which schedule may be reviewed by CCQ on an annual basis.
- 9.4 Subject to clause 9.2, all HCCS staff at CCQ shall be seconded employees of CCQ and shall be subject to all applicable CCQ employee regulations and policies.

10. FACILITIES

- 10.1 CCQ shall be responsible for providing a site for the CCQ, and constructing, owning, furnishing and maintaining such facilities.
- 10.2 If required by CCQ, HCCS may be consulted on design to assure that the functionality of the interior space accommodates the necessary academic support requirements.
- 10.3 Signage on the facilities shall reflect the name, "Community College of Qatar".
- 10.4 HCCS shall assist CCQ in developing a CCQ Security manual and Emergency Evacuation Plan for the personnel and students. CCQ shall assure enforcement of any security or emergency procedures.

11. TERMINATION

- 11.1 Either Party may terminate this Agreement by giving one hundred and eighty (180) calendar days written notice of such termination to the other Party, in the event that:
- a. any Party shall dissolve or cease to exist, become bankrupt or insolvent, or take substantially equivalent action under any applicable law; or
 - b. any Party materially breaches this Agreement and such breach is not remedied within a period of thirty (30) days following written notice providing details of the nature of the breach.

- 11.2 During the 180 day period referred to in clause 11.1, each Party shall, to the extent possible, continue to comply with all of its obligations under this Agreement, provided always that the 180 day notice period shall not end prior to the last day of the Academic Year in which a notice was issued pursuant to clause 11.1.
- 11.3 CCQ may terminate this Agreement without cause upon written notice to the other Party provided that such termination shall not be effective prior to the end of the last day of the Academic Year following the year in which a notice was issued pursuant to this clause 11.3.
- 11.4 This Agreement may be terminated at any time by the written consent of both Parties, effective on an agreed date to the extent possible. Such termination shall take effect at the end of the Academic Year in which such termination was agreed.
- 11.5 In the event of a termination without cause pursuant to clause 11.3, the Parties shall meet for the purpose of agreeing upon any additional reasonable costs, if applicable, which costs shall be shared by each Party in connection with the termination of Agreement. In the event the Parties are not able to mutually agree on such additional reasonable costs, any dispute between the Parties concerning such costs shall be resolved in accordance with clause 16 (Dispute Resolution).
- 11.6 In the event of termination of this Agreement pursuant to this clause 11, the Parties shall arrange for an orderly transition of the management of the CCQ in such a manner that minimizes the disruption to the students and campus.

12. SURVIVAL

- 12.1 Upon the effective date of any termination of this Agreement, obligations and rights of the Parties under the following provisions and such other provisions as necessary to give effect to the following provisions, shall survive the expiry or termination of this Agreement:
- 12.1.1 clause 12 [Survival];
 - 12.1.2 clause 20 [Confidentiality];
 - 12.1.3 clause 17 [Intellectual Property Rights];
 - 12.1.4 clause 18 [Indemnification];
 - 12.1.5 clause 15 [Governing Law];
 - 12.1.6 clause 16 [Disputes]; and
 - 12.1.7 clause 24.3 [Representations and Warranties].

13. PAYMENT

- 13.1 CCQ shall pay HCCS up to the maximum fees set out in Appendix 3 as determined by HCCS, subject at all times, to HCCS providing the Services and performing its obligations in accordance with this Agreement.

- 13.2 Additional Expenses: HCCS is a political subdivision of the state of Texas and is a public supported institution and is not permitted to use public funds for the fulfillment of international contracts. In the event HCCS is required to expend HCCS funds additional expenses not anticipated in this Agreement, CCQ may, in its discretion, reimburse HCCS's reasonable additional expenses subject to HCCS providing CCQ with prior written notice of such additional expenses and sufficient information regarding such additional expenses prior to such additional expenses being incurred by HCCS .
- 13.3 Commencing ninety (90) days from the Effective Date, HCCS shall submit invoices on a quarterly basis which invoices shall provide full details of the Services provided by HCCS in relation to such invoice. CCQ will use reasonable endeavours to pay properly rendered invoices within thirty (30) days of receipt of the same, provided that HCCS acknowledges and accepts that CCQ is required to comply, at all times, with all necessary procedures regarding such payments as may be required by any Competent Authority and that additional time for such payments may be required. Electronic bills may be submitted to CCQ and, to the extent possible, electronic payments may be arranged, subject to CCQ's requirements regarding such bills and payments, respectively.
- 13.4 HCCS shall provide CCQ with proper invoicing and documentation in a form acceptable to CCQ, in support of all expenses for disbursements. CCQ shall have no obligations to reimburse HCCS for HCCS disbursements and any decision by CCQ to reimburse HCCS for such disbursements shall be at CCQ's discretion.
- 13.5 Prior to signing this Agreement, with effect on the Effective Date, HCCS shall provide a performance bond for ten percent (10%) of the maximum fees set out in Appendix 3 relevant to the first year of the Term, in favor of CCQ for the proper performance of the Services to be provided by HCCS under this Agreement.
- 13.6 Commencing on the first anniversary of the Term, and on each subsequent anniversary of the Term, until the Term of this Agreement expires, or until this Agreement is terminated pursuant to clause 11, HCCS shall provide a performance bond for an amount equal to ten percent of the maximum fees paid for the preceding year or years, as applicable, and 10% of the year relevant anniversary year. By way of example, on the date falling on the commencement of the third anniversary of the Term, HCCS shall provide a performance bond for an amount equal to 10% of the maximum fees paid by CCQ in the first year of the Term plus 10% of the maximum fees paid by CCQ in the second year of the Term plus 10% of the maximum fees anticipated to be paid in the third year of the Term.
- 13.7 The performance bond provided by HCCS shall be valid until seven days after the contract period. Any decision by CCQ's to cash the Performance Bond shall be by CCQ's opinion as to whether HCCS has complied with its obligations under this Agreement including providing the deliverables, milestones, and Services in accordance with this Agreement. If the deliverables, milestones and Services are not met by the end of the contract term, CCQ shall have the right to cash the Performance Bond.
- 13.8 All payments shall be made by bank transfer into a bank account designated by HCCS.

13.9 An independent auditor will be appointed by the Government of the State of Qatar for the purpose of performing CCQ's annual audit.

14. RELATIONSHIP OF THE PARTIES

14.1 This Agreement is not intended to create a joint venture or business partnership under Applicable Law or under any other the laws of any other jurisdiction.

14.2 HCCS authorizes CCQ to display the official HCCS logo in publications, marketing efforts and on official academic records, if required by CCQ in relation to this Agreement. Any publication of the HCCS logo in marketing efforts or other publication outside the scope of this Agreement shall be approved in writing in advance by HCCS.

15. GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of Qatar.

16. DISPUTE RESOLUTION

16.1 In the event of any dispute or difference ("Dispute") arising out of or relating to this Agreement, the Parties shall first attempt to settle the Dispute by negotiation, in consultation with the JAB. In the event the Parties are not able to settle the Dispute within thirty (30) days of referring the Dispute to the JAB, the Dispute shall be settled finally and exclusively by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (herein referred to as "ICC") to the extent that such Rules do not conflict with the mandatory provisions of the laws of Qatar. Any decision of an arbitration pursuant to this clause 16.1 may be subject to appeal under the Qatari Courts.

16.2 The arbitral tribunal shall consist of three arbitrators. Each Party shall appoint one (1) arbitrator. The two arbitrators so appointed shall, jointly appoint the third arbitrator who shall serve as the chairman of the tribunal. The place of arbitration shall be Doha, Qatar. The procedural law of Qatar shall be applicable and the language of the arbitration shall be English.

16.3 The Parties hereby agree to accept the decision of the arbitrator(s) appointed pursuant to this clause 16 as final and binding. The decision of such arbitrator(s) shall include a determination as to how the costs of such arbitration are to be allotted between the Parties.

16.4 Pending submission to arbitration and thereafter the delivery of the decision of the arbitrator(s), the Parties shall, as far as may be possible, continue to perform all their obligations under this Agreement, unless this Agreement has been terminated.

17. INTELLECTUAL PROPERTY

17.1 HCCS expressly acknowledges and agrees that any and all Intellectual Property Rights created by HCCS and/or HCCS personnel in providing the Services or otherwise under this Agreement, including, without limitation, all Intellectual Property Rights created both during and outside of college time, shall vest in CCQ and CCQ shall be the true and lawful owner of all such Intellectual Property Rights.

17.2 HCCS shall do all things necessary including executing any and all documents and taking all other actions necessary to ensure that full rights and ownership of Intellectual Property Rights developed during the Term, vest in CCQ, including but not limited to executing copyright assignments irrevocably and fully assigning all copyrights to CCQ. HCCS hereby waives any other rights it may have in and to such Intellectual Property Rights that may attach or arise under any local or international laws or agreements and the laws of any other country or jurisdiction. Nothing in this Agreement is intended or shall limit or interfere with Intellectual Property Rights existing as at the Effective Date.

17.3 The provisions of this clause 17 shall survive the expiry or termination of this Agreement.

18. INDEMNIFICATION

18.1 CCQ and HCCS shall indemnify and hold each other, and their officers, employees and agents harmless from and against any and all claims, demands, and causes of action, unless it is the result of gross negligence or intentional misconduct of HCCS, its trustees, officers, employees and agents, including reasonable costs and reasonable attorneys' fees, occurring or in any way incident to, arising out of, or in connection with any acts or omissions of the Parties, their officers, employees and agents done in connection with this Agreement, whether such claims are asserted before or after termination of this Agreement.

18.2 This clause 18 shall survive the expiry or termination of this Agreement.

19. INSURANCE

19.1 HCCS shall, at its cost, maintain all necessary insurance as may be applicable to this Agreement including, without limitation, liability insurance.

20. CONFIDENTIALITY

20.1 HCCS shall during or subsequent to the Term of this Agreement, keep confidential any information obtained under or in connection with this Agreement ("Confidential Information"). HCCS shall not use CCQ's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of CCQ or disclose CCQ's Confidential Information to any third party without the prior written authorization of CCQ. HCCS shall take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, limiting access to such information to individuals within its organization that have a bona fide need to know of such information, having each employee of HCCS, if any, with access to any Confidential Information execute a nondisclosure agreement containing provisions and restrictions substantially similar to those contained in this Agreement.

20.2 HCCS represents that during the Term and subsequent to the Term, any oral or written Confidential Information SHALL BE CONSIDERED, IDENTIFIED AND KEPT AS THE CONFIDENTIAL, PRIVATE AND PRIVILEGED INFORMATION OF CCQ AND SHALL NOT BE DIVULGED TO, USED BY OR SOLD TO ANY THIRD PARTY.

- 20.3 HCCS shall not be permitted to make any press releases or disclose to any other party, in any marketing or advertising material or any other means of communication, the existence of the relationship between CCQ and HCCS or the existence or any terms or conditions of this Agreement without the prior written authorization of CCQ.
- 20.4 Upon the termination or expiration of this Agreement, or upon CCQ's earlier request, HCCS shall deliver to CCQ all of CCQ's property or Confidential Information in tangible form that HCCS has in its possession or control.
- 20.5 The provisions of this clause 20 (Confidentiality) shall continue in force notwithstanding the expiry or termination of the Agreement.

21. NOTICE

- 21.1 All notices and other communications required by the terms of this Agreement shall be in writing and delivered by hand or by registered post to the Parties hereto at the addresses set forth below (and such addresses may be changed upon at least ten (10) Business Days' prior written notice to the other Party of such change in the manner as set forth herein). Electronic mail and facsimile does constitute official notice under this Agreement. The addresses of the Parties for such notices shall be:

To HCCS: Houston Community College System
Office of the Chancellor
Attn.: Dr. Mary Spangler
3100 Main Street
Houston, Texas 77002

With a copy to:
Houston Community College System
Office of International Student Initiatives
Attn: Gigi Do
3100 Main Street
Houston, Texas 77002

To CCQ: Community College of Qatar
Office of the President
Attention: President
21st Floor, SEC Building
P.O. Box 35111
West Bay Doha, Qatar

With a copy to:
Community College of Qatar
Officer of the Dean
Judith M. L. Hansen, Ph.D.
13th Floor, SEC Building
P.O. Box 35111
West Bay Doha, Qatar

22. NO ASSIGNMENT

22.1 Neither Party shall transfer or assign this Agreement or any of the rights or obligations hereunder without the prior written consent of the other Party. Any attempted transfer or assignment without the prior written consent of the Party shall be void, invalid and unenforceable against the other Party.

23. SEVERABILITY OF PROVISIONS

23.1 If any term or provision of this Agreement is deemed invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

24. REPRESENTATIONS AND WARRANTIES

24.1 Each Party represents and warrants that:

24.1.1 it is duly authorized and existing under the laws of its respective jurisdiction and is in good standing under the applicable laws of such jurisdiction;

24.1.2 it has the corporate authority and power to enter into this Agreement and to the extent applicable, holds all necessary governmental authorizations, permits and consents;

24.1.3 the person executing this Agreement on behalf of the Party is fully authorized to do so; and

24.1.4 there are no legal restrictions or bars to such Party entering into this Agreement.

24.2 Both Parties to this Agreement shall comply with all Applicable Law and will respect the cultural, religious, and social customs of Qatar.

24.3 HCCS represents and warrants that:

24.3.1 throughout the Term, it shall have no other commitments or obligations that will conflict with or otherwise interfere with or impede the performance of the Services to be provided by HCCS under this Agreement;

24.3.2 HCCS shall not, without prior consultation with and the prior written consent of CCQ, such consent not to be unreasonably withheld, discuss, negotiate or establish with any other body (whether public or private), any other community college or similar educational college in the MENA Region (including Qatar) whether or not such college involves the same, similar or different training, teaching and programs as contemplated under this Agreement. In respect of any other college as referred to in this clause 24.3.2, HCCS represents and warrants that it shall not use any CCQ academic faculty members or any other CCQ staff in respect of such college.

24.3.3 it shall procure that all HCCS employees funded under this Agreement or otherwise engaged pursuant to this Agreement shall comply in all material respects with all CCQ policies and procedures;

24.3.4 it shall not, in the MENA Region (including Qatar), without prior consultation with and the prior written consent of CCQ, such consent not to be unreasonably withheld, enter into discussions or negotiations or enter into an agreement with any other body (whether public or private) on similar terms to this Agreement.

24.4 Clause 24.3 shall survive the expiry or termination of this Agreement and shall continue to have force and effect for a period of ten (10) years after such expiry or termination.

25. AMENDMENTS

25.1 Subject to clause 4.1 and clause 9.1, no amendment, modification or alteration to this Agreement shall bind the Parties unless such amendment is in writing and signed by both Parties.

26. FRUSTRATION OF PURPOSE

26.1 Any activity or service to be performed under this Agreement shall be rendered null and void in the event that foreseeable or unforeseeable acts of nature, war, a decision of a Competent Authority, or similar events beyond the reasonable control of either Party, occur. In any such an event, neither Party shall be held liable for expenses nor consequences of non-performance except as already incurred. Both Parties shall endeavour to mutually agree to amend the dates of performance under this Agreement to account for such events that affect the ability of HCCS to perform its obligations in accordance with this Agreement.

27. CORRUPTION

27.1 Each Party agrees that in connection with this Agreement, it will not offer, promise, or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political party official, political candidate, or employee thereof for the purpose of obtaining or retaining business.

28. LANGUAGE AND COUNTERPARTS

28.1 This Agreement has been executed simultaneously in two (2) English-language duplicate originals, each of which shall be deemed to be an original. Subject to clause 28.2, notwithstanding any translation into any other language for the convenience of either Party, the Parties agree that English shall be the language of this Agreement and that all Correspondence, notices, invoices, and all other documents issued by or exchanged between the Parties shall be in English. In respect of verbal communications, HCCS and CCQ shall communicate in English only in respect of all matters concerning this Agreement.

28.2 The Parties acknowledge and accept that, to the extent that the text of any document including Applicable Law, issued by a Competent Authority, is originally prepared in the Arabic language,

in the event of any inconsistency between a translation of such document in a language other than Arabic, and the original Arabic text of such document, the original Arabic text shall prevail.

29. WAIVER

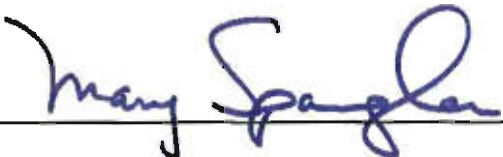
29.1 A waiver of any term, provision or condition of this Agreement must be evidenced in a written document, signed on behalf of the waiving Party by an authorized representative of the waiving Party. No such waiver shall be deemed to be or construed as a continuing waiver of any such term, provision or condition unless the writing which evidences the waiver states to the contrary. The waiver by any Party of any of its rights or remedies under this Agreement in a particular instance shall not be considered a waiver of the same or different rights or remedies in subsequent or prior instances.

30. ENTIRE AGREEMENT

30.1 This Agreement contains the entire agreement between the Parties, and supersedes any prior agreement, representation, or understanding, whether verbal or written, relating to the subject matter of this Agreement. Neither Party has been induced to enter into this Agreement by a statement of promise which it does not contain, save that this clause 30 shall not exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently by such Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

HOUSTON COMMUNITY COLLEGE SYSTEM

By: 

Dr. Mary S. Spangler

Chancellor, HCCS

May 17, 2010

Date

COMMUNITY COLLEGE OF QATAR

By: 

Saad Bin Ibrahim Al-Mahmoud

17/05/2010

Date

Minister of Education and Higher Education
Secretary General of the Supreme Education Council

APPENDICES

1. Appendix 1: Scope of Services
2. Appendix 2: Personnel/Staffing plan
3. Appendix 3: CCQ/HCCS Budget

Appendix 1

I. Scope of Services to be provided by HCCS to CCQ under the terms of the Agreement:

1. To provide instruction for courses, programs, certificates and degrees.
2. To provide traditional academic and non-academic support services for students.
3. To provide institutional support for CCQ as instructional and academic programming is implemented.
4. To develop and implement the CCQ facilities use.
5. To coordinate and conduct faculty, IT staff, administrative staff recruitment, hiring, and credentialing requirements for United States citizens in coordination with the CCQ President and the CCQ Dean.
6. To provide and participate in orientation and training for faculty and staff.
7. To assist CCQ in recruiting students and helping them to indentify personal educational goals.
8. To develop curricula modeled after the HCCS degree programs to meet the needs of CCQ students.
9. To provide model course syllabi appropriate to each degree program being offered at CCQ.
10. To assist in providing listings of the required textbooks, library materials and instructional materials.
11. To evaluate examination procedures and learning outcomes for quality control and accreditation.
12. To develop and oversee distance learning programs and IT infrastructure.
13. To provide continuing counsel, advice, and direction on all matters concerning programming for CCQ Certificates and Degrees.
14. To coordinate site visits on a semester basis.
15. To coordinate and supervise the CCQ SACS and COE accreditation process.

II. Program development assistance will be provided in the following disciplines:

- Liberal Arts and Sciences
 - Sciences: Physics, Chemistry, Geology, and Life Science
 - Mathematics
 - English Social Sciences: History, Economics, Psychology, and Sociology

- Humanities Fine and Performing Arts: Visual Arts and Cultural Studies
- Occupational/Technology Programs
 - Communications/Media
 - Business: Finance
 - Engineering: Civil Engineering, Construction Engineering, and Surveying
Technology
 - Energy Programs: Renewable Energy, Wind Energy, Solar Energy, and Arid and Desert Development
- Developmental Studies
- Continuing Adult Education Programs
- Adult Literacy and Other Basic Skills Programs for Adults
- Workforce Development

Program development will consist of assistance to develop the following elements:

- Departmental systems, policies, and procedures
- Departmental budgets
- Course descriptions
- Learning outcomes
- Program sheets
- Course schedules
- Course sequences
- Course competencies
- Syllabi
- Lesson plans, class activities, and class assignments
- Selection and ordering of textbooks and other educational materials
- Equipment specifications

- Standards for laboratories and resource centers
- Successful pedagogies
- Methods of assessment
- Models of successful hiring and training of instructors and staff
- Other elements as may be mutually agreed upon by the Parties

In addition to program development, HCCS will assist with:

- Counseling and Guidance Programs
- Personnel Qualifications
- Admissions Outreach
- Guidance leadership for faculty and staff accreditation requirements
- Access, Success, and Retention
- Articulation Agreements
- Dual Admission
- Dual Credit
- Faculty Relations
- Registrar's Office Functions
- Grant Development
- Enhancing Education Through Technology
 - Distance Learning

III. Costs to Be Absorbed by HCCS

1. Faculty and Staff Recruitment
2. Credentialing Cost for Faculty including Background Checks
3. All staff and faculty replacement except for the CCQ Dean Position
4. Payroll Services
5. Set up and maintenance of student data services

6. Quarterly administrative audit and evaluation of the program
7. Curriculum licensing to CCQ
8. Development of Employee Orientation and Feedback
9. Accreditation support
10. Program Review
11. Overall program development
12. Maintenance of program currency
13. HCC's portion, as verified and approved by CCQ, of joint development of grants and resources

IV. Implementation

The above-listed services will be implemented in phases:

1. Phase 1, HCCS will provide intense assistance to create the basic structures necessary for CCQ to commence operations by September 2010.
2. Phase 2. Consulting services provided in Phase 2 will assist CCQ in replicating the remaining elements of the community college model, including Continuing Adult Education Programs, Grant Development, Enhancing Education through Technology, and Distance Learning. In the area of program and course development, the elements initiated during Phase 1 will be enhanced according to the needs of CCQ.

V. IT

1. CCQ shall be required to compensate HCCS if HCCS undertakes the installation and development of an IT infrastructure for CCQ, as an additional expense to this Agreement.
2. Installation and development of an IT infrastructure includes, but is not limited to:
 - a. Acquisition of capital equipment which includes, but is not limited to: telephones, computers, servers, storage area networks, projectors, printers, copy machines, surveillance systems, generators, videoconferencing and audio visual equipment.
 - b. Wiring, cabling, and electrical or mechanical configurations necessary to install capital equipment.
 - c. Licensing of operating systems, software applications, databases, and services for administrative and instructional departments.
 - d. Time and labor allocated toward analyzing, designing, developing, and implementing an IT infrastructure.

- e. Any third party technical support or hosting services for distance education or other online training.

VI. CCQ Degrees to be Offered

- Associate of Arts
- Associate of Science
- Associate of Applied Science

VII. Enrolment Services Provided

- Testing
- Orientation
- Registration
- Application Evaluation
- Student Career Advisement
- Evaluation of Testing Standards

VIII. Faculty and Student Ratio

Faculty: Student ratios shall provide the most effective learning environment for each course and program, within CCQ resources.

IX. Part-time, Evening and/or Industrial Internship Programs

With identified need, part-time students, evening students and on-site industrial internship programming shall be developed to provide flexibility for student schedule and career needs, consistent with CCQ resources.

X. Certificate Programs

Certificates shall be developed consistent with program, degree, employer and student need within available CCQ resources.

XI. Continuing Education

Continuing Education programming shall be developed consistent with CCQ resource and Qatar student need.

XII. Adjunct/Part-time Faculty Development

Qualified local faculty and faculty members shall be recruited as needed to build capacity for the purposes of sustainability and transfer of expertise to local staff for the future of CCQ.

XIII. Role of the CCQ Dean

THE CCQ Dean shall work closely with HCCS staff and faculty to provide accountable and effective leadership for a strong CCQ into the future.

Appendix 2

PERSONNEL/STAFFING PLAN

1. Responsibility for Personnel Policies

Subject to the terms of this Agreement, HCCS shall develop personnel policies, in consultation with CCQ, with respect to employees including faculty members to ensure consistency with HCCS handbooks for faculty members and other employees.

2. Staff Appointments

In recognition of the fact that HCCS intends to maintain at CCQ the same standards of quality existing at HCC Colleges, including, without limitation, with respect to the faculty members, all HCCS faculty members should be from the HCCS Colleges when possible.

3. Senior Staff Recruitment

The recruitment process for all senior academic, senior support, and senior administrative staff shall be carried out by HCCS in consultation with CCQ under the leadership of the CCQ President and the CCQ Dean.

4. Orientation

Faculty and staff hired in the United States to work in Qatar shall participate in an orientation program in Doha designed to orient them to the culture of Qatar.

5. Non-discrimination.

HCCS and CCQ will hire with equal regard to race, gender, religion, disability and marital status.

6. No-Strike.

HCCS Personnel agree not to participate in, nor endorse strikes, picketing, stoppages, or concerted failure or refusal to perform assigned work by this Agreement during the Term of this Agreement. Any HCCS Personnel who participate in or endorses a strike, a work stoppage, picketing, or concerted failure or refusal to perform assigned work must at the direction of CCQ be discharged by HCCS.

7. Outside Employment.

Full-time personnel may not engage in outside employment, self-employment or consultant activities.

8. Class Size.

To meet the learning needs of students, HCCS will establish reasonable class sizes. A student to faculty ratio should be maintained at 15:1.

9. Faculty Assignments.

Course Schedule. Faculty shall be given five (5) working days to review and make suggestions regarding the proposed master schedule before the schedule is finalized. Courses will be offered at times and days to meet the needs of students. In addition, faculty should be encouraged to develop and teach courses that may be of interest to students, provided there is sufficient enrollment for the course and the course is part of an approved degree or certificate program.

Qualification. Faculty members may be assigned only to teach credit courses for which they are qualified by reason of academic preparation and/or experience, as defined by CCQ, using guidelines provided by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS) and/or other accrediting agencies, where applicable.

Teaching Load. A classroom faculty member's full teaching load shall be up to 45 Academic Credits per Academic Year. Faculty members shall teach two major semesters and one Summer A and/or B term(s) during each Academic Year. Based on the current academic calendar, faculty will teach at least 30 weeks per year.

Office Hours. Classroom faculty schedules will reflect a total of 40 hours per week on campus, excluding meal breaks. The faculty schedule will reflect twenty (20) classroom instructional hours and ten (10) office clock hours to total 30 hours in direct contact with students, as well as ten (10) College/campus clock hours, to reflect a total of 40 hours on campus. During the scheduled office hours, the first priority will be to serve students enrolled in the faculty member's assigned classes. The majority of office hours will be scheduled as close to classes as possible, within the professional judgment of the faculty member.

Classroom and office hours shall be displayed along with the faculty member's regular schedule. A College approved office schedule format will be developed and posted on each faculty member's office door as soon as possible each term. Copies of this schedule will be simultaneously provided to the Department Chair for approval and may be posted on the College web site for student access.

10. Academic Year and Calendar.

CCQ and HCCS will consult on future five-year academic calendars. The final decision for formulating the calendar rests with CCQ.

11. Selection of New Faculty

When consideration is being given to hiring additional faculty members to those identified in Appendix 3, the HCCS shall solicit input from CCQ. Final decisions shall be made via a joint committee on hiring. Such committee to be equal in number between the Parties.

12. Other Conditions of Employment.

Faculty Members' Facilities. The College shall make reasonable efforts to provide adequate office space, parking, equipment, and facilities. The College shall implement procedures and

regulations designed to safeguard the security of each faculty member's office. After hours access shall comply with campus safety policies.

Workplace Disruption. HCCS and CCQ recognize their responsibility to provide a work environment conducive to the learning process. Faculty shall discuss with the CCQ Dean any pattern of behavior that may disrupt the learning environment. College security shall, at the faculty member's request, remove any person from a classroom who disrupts the learning process. College security will notify the Dean of Students as soon as possible. The faculty member will describe, in writing within 24 hours, the behavior of the student that caused removal from the classroom by College Security and send this report to the Dean of Students and the Academic Dean.

Attire. The Faculty must recognize their responsibility to serve as a role model for students through their respectful interaction with students and colleagues, and by dressing in appropriate and culturally sensitive attire while on campus.

Safety. CCQ will make reasonable efforts to implement safety, health, and sanitary policies and procedures. CCQ will make reasonable efforts to protect faculty members from threats or violence in the performance of their duties.

13. Class Cancellations/Class Rescheduling.

Classes can be cancelled only by CCQ administration; a faculty member has no authority to dismiss early or cancel class, or to reschedule a class meeting days, times, or permanent location. Classes shall not be moved to alternative locations without advance notification to the chair except for outstanding circumstances when a note will be placed on the door or otherwise conspicuously placed. Classes may be cancelled by CCQ for reasons such as, but not limited to, natural disaster (such as a severe storm warning), civil disturbances, air conditioning failure, etc. In case of an emergency, such as fire alarm or suspected gas leak, etc., the faculty member shall instruct students to leave the building and remain at a safe distance until instructed by CCQ Security that the building is safe to re-enter.

14. Conduct and Discipline

Intent. In order to maintain the standards of excellence to which MDC is committed, all personnel are expected to observe the highest standards of job performance and professional excellence.

Forms of Disciplinary Action. It shall be the intent of the CCQ to provide all College employees with an opportunity to correct deficiencies in performance or conduct. In the event an employee fails to make the required corrections to his/her performance deficiencies or acts of misconduct, the employee may be subject to accelerating discipline up to and including termination. The College may take disciplinary action by oral counseling, written counseling, written reprimand, suspension with pay, suspension without pay, discharge, or other appropriate action. It is acknowledged by the Parties that performance deficiencies or acts of misconduct vary in severity, and therefore, there are deficiencies and acts of misconduct that warrant immediate termination. Where the College seeks to impose discipline, other than an oral counseling, notice of such

discipline shall be in writing and served upon the faculty member and HCCS. The written notice shall contain a description of the act or acts for which discipline is being imposed and the penalty. Such discipline may be subject to clause 16 of the Agreement.

Investigation. CCQ reserves the right to conduct an investigation into any allegation of misconduct or any alleged violation of this Agreement. HCCS is required to cooperate with CCQ's investigation. Faculty will be required to schedule a meeting within five (5) working days of a meeting being requested except for extenuating circumstances. HCCS will be provided with any statements and the names of known witnesses, with an opportunity to review same prior to being interviewed by the CCQ.

Drug and Alcohol Use. On campus drug and alcohol use on will not be tolerated and are grounds for immediate termination without pay.

15. Amendments.

The Parties recognize that during the Term of this Agreement situations may arise which require that terms and conditions set forth in this Appendix must be clarified or amended. Under such circumstances, HCCS and CCQ may enter into a memorandum of understanding that clarifies or amends this Appendix without having to enter into a new agreement.

16. Faculty Performance Review.

Each faculty member shall be subject to an annual performance review before the end of the spring semester. The annual performance review shall contain:

1. Student evaluation of faculty via a feedback survey (paper or online);
2. Self assessment;
3. Classroom visitation observations by Academic Department (announced and unannounced);
4. Meeting work expectation standards, as set up by HCCS and CCQ;
5. Contributions to the department and the College;
6. Development of goals for the next Academic Year.

The rating system for the performance review shall be agreed upon between CCQ and HCCS. Faculty rated with a rating equal to "needs improvement" shall be required to submit within 30 days after completion of the review process, a Plan of Action designed to improve performance during the following Academic Year. If a faculty member disagrees with the content of the performance review, the faculty member may, within ten (10) working days of the date the faculty received the Performance Review, attach an addendum and note on the performance review cover sheet. The addendum will be submitted to the Department Chair and will be attached to the performance review.

17. Benefits.

Insurance. CCQ agrees to provide basic health insurance.

Professional Travel. If a faculty member is approved to travel for a professional purpose, the faculty member will be reimbursed for reasonable expenses incurred, subject to College policies and procedures.

Leave. See Section 19 of this Appendix.

Family Benefits. The College shall provide a spouse benefits program as spelled out in College Policy and Procedures.

18. Recording of Presentations.

HCCS and CCQ agree that students may record classroom lectures or other presentations, using tape recorders or other electronic or mechanical devices, provided that the students only use the recording for educational reasons and not for any financial gain. Recording of classroom presentations may be used only for the purpose of student review or system failure, unless otherwise agreed to by the College and the faculty member.

19. LEAVE

The following leave are the only ones provided for faculty.

Leave With Pay.

Leave Without Pay.

Reporting Faculty Leave (With and Without Pay).

20. Reduction in Faculty

Faculty members affected by a necessary reduction in force will be determined by the academic needs of the program. The determination of which faculty members will be based on an analysis of the qualifications of the faculty members to teach the remaining courses, the accreditation standards of the appropriate agencies, and annual contract status. All of the above being equal, length of service shall be the determining factor.

A faculty member affected by layoff will be notified, if practicable, by mutual agreement between HCCS and CCQ for a reduction to become effective in the next term by the sixth week of classes for a reduction to become effective in the next term. Any end of service benefits (if applicable) shall be subject to and in accordance with the policies of the Supreme Education Council, which policies are subject to change from time to time and without notice.

21. Salary

Salary will be paid by HCCS to faculty members on a monthly basis according to the schedule outlined in Appendix 3. Should faculty accept overload assignments for additional classes, HCCS

faculty will be paid at the HCCS overload rate provided always that the maximum amount payable to HCCS for Faculty Overload (Extra Classes), and Overload/Overtime, shall not exceed the amounts specified for Faculty Overload (Extra Classes), and Overload/Overtime applicable to each year of the Term as specified in Appendix 3.

22. Pay Periods

CCQ shall provide quarterly payments to HCCS for faculty and staff salaries in accordance with Appendix 3 and this Agreement..

23. Non-Credit Courses.

Faculty may teach non-credit courses. Such assignments must be taught outside of the work week, not conflict with the primary instructional assignment and may be compensated as per separate agreement.

24. Textbook Selection.

CCQ recognizes the importance of faculty selection of textbooks. Faculty within each department shall select one main textbook (or more in the case of bundled texts and ancillary instructional materials) to be used in each course (including those taught by part-time faculty). Textbook selections shall be made by majority vote of full-time faculty in the department qualified to teach the course.

25. Work Expectation Standards.

In order to maintain the standards of excellence to which CCQ is committed to establishing, all faculty and members of personnel are expected to observe the highest standards of job performance and professional excellence. The following is a list of possible duties for the work of the faculty during the work week. This list is not exhaustive and may include other duties as requested:

1. Course Preparation and Curriculum: Provide appropriate course preparation to meet course objectives, grade student papers in a timely manner, and participate in curriculum and new program development and/or revision.
2. Testing: Assist in the monitoring of out-of-class testing.
3. Graduation: Attend and participate in graduation ceremonies in appropriate academic regalia.
4. Workshops: Attend College Training & Development workshops, as appropriate.
5. Participation in Meetings: Attend and participate in departmental, division, campus, and College meetings by arriving promptly and remaining for the duration of the meeting.
6. Work Week Hours: Maintain the required work week schedule.
7. Student Organizations: Advise student organizations.

8. Accreditation: Participate in the preparation of accreditation reports and documents.
9. Leave Forms: Submit leave forms in advance, as determined by College policies and procedures, and complete all required information.
10. Paperwork: File all paperwork required by the College in a complete and timely manner.
11. Grades: Submit all documents regarding grades within the deadlines established by the College.
12. Course Syllabus: Prepare and provide to students on the first day of class a course syllabus that describes the course goals, objectives, and requirements, the nature of the course content, the methods of evaluation to be employed, and the basis upon which grades will be assigned. This course syllabus shall be submitted in advance to and approved by the supervisor of the department offering the course and shall comply with all departmental standards. Faculty members will make the necessary corrections.
13. Recruitment and Retention: Participate in student recruitment and retention activities.
14. Student Evaluations: Follow College policy and procedures concerning student evaluations.

26. Virtual College/On-line Courses

Courses may be developed and taught on line or as hybrid courses as appropriate and approved by CCQ Associate Dean for Instruction and CCQ Dean.

Appendix 3
CCQ/HCCS BUDGET

Description - Year 1	No.	Degree	Total Cost
Assoc Dean Students	1	PhD	\$ 139,100
Assoc Dean Instruction	1	PhD	\$ 139,100
Assoc Dean Business	1	PhD	\$ 139,100
Assistant to Deans	2	BA	\$ 128,400
Coordinator of Special Projects	1	MBA	\$ 128,400
Registrar/Enrollment Mgr	1	MA+	\$ 80,250
HCC Program Director	0.5	PhD	\$ 53,500
Facilities Manager	1	MBA	\$ 90,950
Chair of Business	1	PhD	\$ 97,370
Chair of Construction/Engineering	1	PhD	\$ 97,370
Chair of Math/Science	1	PhD	\$ 97,370
Chair of English	1	PhD	\$ 97,370
Chair of Humanities/Social Sciences	1	PhD	\$ 97,370
ESL English Professor	7	PhD	\$ 599,200
PESL/English Professor	4	PhD	\$ 342,400
Math Prof	2	PhD	\$ 171,200
Biology	1	PhD	\$ 85,600
Chemistry	1	PhD	\$ 85,600
Business	2	PhD	\$ 171,200
History	1	PhD	\$ 85,600
Program Management	1	PhD	\$ 85,600
Construction Mgt	1	MA+	\$ 85,600
Marketing & Communications	1	MBA	\$ 85,600
Science Lab Assistant	1	MA	\$ 64,200
Computer Science Prof	1	MA	\$ 85,600
Lab Mgr	1	BA	\$ 64,200
Instructional/Media Designer	1	MA	\$ 85,600
Librarian (Dual Masters)	1	MA+	\$ 85,600
Library Associate	1	BA	\$ 64,200
Tutoring Coordinator	1	MA	\$ 64,200
Counselor	2	MA+	\$ 171,200
Faculty Overload (Extra Classes)			\$ 100,000
Total Salaries	43.5		\$ 3,968,050
HCC Administrative Fee @ 10.5%			\$ 416,645
Total Salaries & Administrative Fee			\$ 4,384,695
Access Services:			
Curriculum Licenses		\$5,000 per course, not to exceed	\$ 150,000
Accreditation Development		per Appendix I guidelines	\$ 25,000
Library Materials and Connectivity Fee		unlimited usage for up to 750 students plus faculty	\$ 37,500
Total Access Services			\$ 212,500
Grand Total (Fixed)			\$ 4,597,195
<i>Billed as needed and used per CCO requirement:</i>			
Instructional Supplies			\$ 396,805
Administrative Supplies			\$ 219,235
Lab Supplies			\$ 99,201
Total billed as needed and used per CCO requirement			\$ 715,241
Total of Fixed & Billed As			\$ 5,312,436

Description Year 2	No.	Degree	Total Cost
Assoc Dean Students	1	PhD	\$ 139,100
Assoc Dean Instruction	1	PhD	\$ 139,100
Assoc Dean Business	1	PhD	\$ 139,100
Assistant to Deans	1	BA	\$ 64,200
Coordinator of Special Projects	1	MBA	\$ 128,400
Registrar/Enrollment Mgr	1	MA	\$ 80,250
HCC Program Director	0.5	PhD	\$ 53,500
Facilities Manager	1	MA+	\$ 90,950
CPA	1	MBA	\$ 90,950
Chair of Business	1	DBA/PhD	\$ 97,370
Chair of Construction/Engineering	1	PhD	\$ 97,370
Chair of Math/Science	1	PhD	\$ 97,370
Chair of English	1	PhD	\$ 97,370
Chair of Humanities/Social Sciences	1	PhD	\$ 97,370
ESL/English Prof	9	PhD	\$ 770,400
PSESL/English Prof	4	PhD	\$ 299,600
Math Prof	8	PhD	\$ 684,800
Biology	2	PhD	\$ 171,200
Chemistry	2	PhD	\$ 171,200
Physics	2	PhD	\$ 171,200
Geology	2	PhD	\$ 171,200
Business	4	DBA/PhD	\$ 342,400
Law and Critical Thinking	2	JD	\$ 171,200
History	2	MA+	\$ 171,200
Sociology	2	PhD	\$ 171,200
Program Management	2	MA	\$ 171,200
Construction Mgt	2	MA	\$ 171,200
Marketing & Communications	4	MBA	\$ 342,400
Science Lab Assistant	2	MA	\$ 128,400
Computer Science Prof	2	MA+	\$ 171,200
Computer Science Assist	2	BS+	\$ 128,400
Instructional Developer/ DE Assist	2	MA+	\$ 171,200
Librarian	1	BA	\$ 80,250
Library Associate	1	MA	\$ 64,200
Counselor	4	MA+	\$ 321,000
Overload/Overtime			\$ 100,000
Total Salaries	75		\$ 6,557,450
HCC Administrative Fee @ 8%			\$ 524,596
Total Salaries & Administrative Fee			\$ 7,082,046
Access Services:			
Curriculum Licenses		\$5,000 per course, not to exceed	\$ 150,000
Accreditation Development		per Appendix 1 guidelines	\$ 25,000
Library Materials and Connectivity Fee		unlimited usage for up to 750 students plus faculty	\$ 37,500
Total Access Services			\$ 212,500
Grand Total (Fixed)			\$ 7,294,546
<i>Billed as needed and used per CCO requirement:</i>			
Instructional Supplies			\$ 655,745
Administrative Supplies			\$ 354,102
Lab Supplies			\$ 163,936
Total billed as needed and used per CCO requirement			\$ 1,173,783
Total of Fixed & Billed As			\$ 8,468,330

Description Year 3	No.	Degree	Total Cost
Assoc Dean Students	1	PhD	\$ 139,100
Assoc Dean Instuction	1	PhD	\$ 139,100
Assoc Dean Business	1	PhD	\$ 139,100
Assistant to Deans	1	BA	\$ 64,200
Coordinator of Special Projects	1	MBA	\$ 128,400
Registrar/Enrollment Mgr	1	MA	\$ 80,250
HCC Program Director	0.5	PhD	\$ 53,500
Facilities Manager	1	MA+	\$ 90,950
CPA	1	MBA	\$ 90,950
Chair of Business	1	DBA/PhD	\$ 97,370
Chair of Construction/Engineering	1	PhD	\$ 97,370
Chair of Math/Science	1	PhD	\$ 97,370
Chair of English	1	PhD	\$ 97,370
Chair of Humanities/Social Sciences	1	PhD	\$ 97,370
ESL/English Prof	9	PhD	\$ 770,400
PSESL/English Prof	4	PhD	\$ 299,600
Math Prof	8	PhD	\$ 684,800
Biology	2	PhD	\$ 171,200
Chemistry	2	PhD	\$ 171,200
Physics	2	PhD	\$ 171,200
Geology	2	PhD	\$ 171,200
Engineering	4	PhD	\$ 385,200
Business	4	DBA/PhD	\$ 342,400
Law and Critical Thinking	2	JD	\$ 171,200
History	2	MA+	\$ 171,200
Sociology	2	PhD	\$ 171,200
Program Management	2	MA	\$ 171,200
Construction Mgt	2	MA	\$ 171,200
Marketing & Communications	4	MBA	\$ 342,400
Science Lab Assistant	2	MA	\$ 128,400
Computer Science Prof	2	MA+	\$ 171,200
Computer Science Assist	2	BS+	\$ 128,400
Instructional Developer/ DE Assist	2	MA+	\$ 171,200
Librarian	1	BA	\$ 80,250
Library Associate	1	MA	\$ 64,200
Counselor	4	MA+	\$ 321,000
New Programs (Faculty)	6	MA+	\$ 511,500
Overload/Overtime			\$ 100,000
Total Salaries	84.5		\$ 7,454,150
HCC Administrative Fee @ 8%			\$ 596,332
Total Salaries & Administrative Fee			\$ 8,050,482
Access Services:			
Curriculum Licenses		\$5,000 per course, not to exceed	\$ 150,000
Accreditation Development		per Appendix 1 guidelines	\$ 25,000
Library Materials and Connectivity Fee		unlimited usage for up to 750 students plus faculty	\$ 37,500
Total Access Services			\$ 212,500
Grand Total (Fixed)			\$ 8,262,982
<i>Billed as needed and used per CCO requirement:</i>			
Instructional Supplies			\$ 745,415
Administrative Supplies			\$ 402,524
Lab Supplies			\$ 186,354
Total billed as needed and used per CCO requirement			\$ 1,334,293
Total of Fixed & Billed As			\$ 9,597,275

Description Year 4	No.	Degree	Total Cost
Assoc Dean Students	1	PhD	\$ 139,100
Assoc Dean Instruction	1	PhD	\$ 139,100
Assoc Dean Business	1	PhD	\$ 139,100
Assistant to Deans	1	BA	\$ 64,200
Coordinator of Special Projects	1	MBA	\$ 128,400
Registrar/Enrollment Mgr	1	MA	\$ 80,250
Assistant Registrar	1	BA	\$ 58,850
HCC Program Director	0.5	PhD	\$ 53,500
Facilities Manager	1	MA+	\$ 90,950
CPA	1	MBA	\$ 90,950
Chair of Business	1	DBA/PhD	\$ 97,370
Chair of Construction/Engineering	1	PhD	\$ 97,370
Chair of Math/Science	1	PhD	\$ 97,370
Chair of English	1	PhD	\$ 97,370
Chair of Humanities/Social Sciences	1	PhD	\$ 97,370
ESL/English Prof	11	PhD	\$ 941,600
PSESL/English Prof	4	PhD	\$ 299,600
Math Prof	8	PhD	\$ 684,800
Biology	2	PhD	\$ 171,200
Chemistry	2	PhD	\$ 171,200
Physics	2	PhD	\$ 171,200
Geology	2	PhD	\$ 171,200
Engineering	6	PhD	\$ 577,800
Business	6	DBA/PhD	\$ 513,600
Law and Critical Thinking	2	JD	\$ 171,200
History	2	MA+	\$ 171,200
Sociology	2	PhD	\$ 171,200
Program Management	2	MA	\$ 171,200
Construction Mgt	2	MA	\$ 171,200
Marketing & Communications	4	MBA	\$ 342,400
Science Lab Assistant	3	MA	\$ 192,600
Computer Science Prof	3	MA+	\$ 256,800
Computer Science Assist	3	BS+	\$ 192,600
Instructional Developer/ DE Assist	2	MA+	\$ 171,200
Librarian	1	BA	\$ 80,250
Library Associate	2	MA	\$ 128,400
Counselor	4	MA+	\$ 321,000
New Programs (Faculty)	8	MA+	\$ 682,000
Overload/Overtime			\$ 150,000
Total Salaries	97.5		\$ 8,546,700
HCC Administrative Fee @7.5%			\$ 641,003
Total Salaries & Administrative Fee			\$ 9,187,703
Access Services:			
Curriculum Licenses		\$5,000 per course, not to exceed	\$ 200,000
Accreditation Development		per Appendix I guidelines	\$ 50,000
Library Materials and Connectivity Fee		unlimited usage for up to 1250 students plus	\$ 62,500
Total Access Services			\$ 312,500
Grand Total (Fixed)			\$ 9,500,203
<i>Billed as needed and used per CCO requirement:</i>			
Instructional Supplies			\$ 854,670
Administrative Supplies			\$ 459,385
Lab Supplies			\$ 213,668
Total billed as needed and used per CCO requirement			\$ 1,527,723
Total of Fixed & Billed As			\$ 11,027,925

Description Year 5	No.	Degree	Total Cost
Assoc Dean Students	1	PhD	\$ 139,100
Assoc Dean Instruction	1	PhD	\$ 139,100
Assoc Dean Business	1	PhD	\$ 139,100
Assistant to Deans	1	BA	\$ 64,200
Coordinator of Special Projects	1	MBA	\$ 128,400
Registrar/Enrollment Mgr	1	MA	\$ 80,250
Assistant Registrar	1	BA	\$ 58,850
HCC Program Director	0.5	PhD	\$ 53,500
Facilities Manager	1	MA+	\$ 90,950
CPA	1	MBA	\$ 90,950
Chair of Business	1	DBA/PhD	\$ 97,370
Chair of Construction/Engineering	1	PhD	\$ 97,370
Chair of Math/Science	1	PhD	\$ 97,370
Chair of English	1	PhD	\$ 97,370
Chair of Humanities/Social Sciences	1	PhD	\$ 97,370
ESL/English Prof	11	PhD	\$ 941,600
PSESL/English Prof	4	PhD	\$ 299,600
Math Prof	8	PhD	\$ 684,800
Biology	2	PhD	\$ 171,200
Chemistry	2	PhD	\$ 171,200
Physics	2	PhD	\$ 171,200
Geology	2	PhD	\$ 171,200
Engineering	6	PhD	\$ 577,800
Business	6	DBA/PhD	\$ 513,600
Law and Critical Thinking	2	JD	\$ 171,200
History	2	MA+	\$ 171,200
Sociology	2	PhD	\$ 171,200
Program Management	2	MA	\$ 171,200
Construction Mgt	2	MA	\$ 171,200
Marketing & Communications	4	MBA	\$ 342,400
Science Lab Assistant	3	MA	\$ 192,600
Computer Science Prof	3	MA+	\$ 256,800
Computer Science Assist	3	BS+	\$ 192,600
Instructional Developer/ DE Assist	2	MA+	\$ 171,200
Librarian	1	BA	\$ 80,250
Library Associate	2	MA	\$ 128,400
Counselor	4	MA+	\$ 321,000
New Programs (Faculty)	10	MA+	\$ 852,500
Overload/Overtime			\$ 150,000
Total Salaries	99.5		\$ 8,717,200
HCC Administrative Fee @ 7.5%			\$ 653,790
Total Salaries & Administrative Fee			\$ 9,370,990
Access Services:			
Curriculum Licenses		\$5,000 per course, not to exceed	\$ 225,000
Accreditation Development		per Appendix I guidelines	\$ 50,000
Library Materials and Connectivity Fee		unlimited usage for up to 1500 students plus faculty	\$ 62,500
Total Access Services			\$ 337,500
Grand Total (Fixed)			\$ 9,708,490
<i>Billed as needed and used per CCO requirement:</i>			
Instructional Supplies			\$ 871,720
Administrative Supplies			\$ 468,550
Lab Supplies			\$ 217,930
Total billed as needed and used per CCO requirement			\$ 1,558,200
Total of Fixed & Billed As			\$ 11,266,690